

06/05/01
~~7/5/00~~

Town of Riverhead Community Development Agency

Adopted

Resolution # 14

Ratifies the Execution of License Agreement with Vogue Hommes International for Use of a Portion of the Calverton Facility for the Purposes of a Magazine Photo Shoot

Member **COUNCILMAN DENSIESKI** offered the following resolution,

which was seconded by Member **COUNCILMAN KENT**:

WHEREAS, Vogue Hommes International, has requested a license agreement for the use of portions of the Calverton Enterprise Park for on May 30, 2001; and

WHEREAS, the Town Board desires to encourage tourism throughout the town; and

WHEREAS, the CDA has realized net income of \$2,200 for the license period for one day's use of the facility.

THEREFORE, BE IT RESOLVED, that the CDA hereby ratifies the Chairman's execution of the license agreement, as attached.

AND BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Community Development Agency Director Andrea Lohneiss.

The Vote:

Member Densieski
Member Cardinale
Member Kent
Member Lull
Chairman Kozakiewicz

Yes
Yes
Yes
Yes
Yes

CONTRACT FOR PHOTOGRAPHY SHOOT

This Contract is made and entered into as of this 30 day of May, 2001, by and between **Riverhead Community Development Agency**, a public instrumentality of the Town of Riverhead, County of Suffolk, New York ("CDA"), and **Vogue Hommes International**, a corporation having an address at: 1440 Broadway, New York, NY 10018 Attention: Gillian Conroy ("Licensee").:

WHEREAS, LICENSEE is in the business of magazine publishing; and

WHEREAS, CDA controls approximately 2,900 acres of land in Calverton, New York, commonly known as Calverton Enterprise Park, which land is more particularly described on the attached Exhibit A, and

WHEREAS, LICENSEE desires to photograph various portions of the property on May 30, 2001 (the "Event"); and

WHEREAS, LICENSEE and CDA have agreed to terms under which LICENSEE will be granted the use of certain land at the Property;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Use of Property: CDA hereby grants LICENSEE a License providing LICENSEE with temporary use of the Property depicted on the attached Exhibit A, upon the terms and conditions set forth hereunder. This License

will provide LICENSEE and its employees, representatives, agents access to the Property on May 30, 2001 from 6 a.m. to 9:30 p.m.

2. Compliance With Laws: LICENSEE will at all times comply with all applicable federal, state, county and municipal laws, regulations, ordinances, codes and restrictions, including, without limitation, compliance with Article 28 of the New York State Tax Law and applicable regulations thereunder, and will secure any and all permits or licenses required for its activities and operations carried out at the Property.

3. Compensation: In exchange for License set forth above for the use of the Property, LICENSEE will pay CDA a fee in the amount of \$2,200.00 by certified check for 1 day use of the facility (the "Fee") payable on or before May 29, 2001.

4. Responsibilities of LICENSEE: Subject to the terms of this Agreement, LICENSEE will be responsible for carrying out and shall have exclusive control of all operations associated with the Event and related activities, including without limitation, provision of emergency medical services, lay-out and administration, and operation of sanitary facilities. Following the Event, LICENSEE will promptly commence garbage and rubbish removal and cleanup (hereafter, "the cleanup") and shall diligently and continuously engage in such cleanup efforts so that the cleanup will be accomplished as before departing the property on May 30, 2001. Buildings, facilities and grounds will be restored to the condition that existed prior to the Event (hereafter, the "restoration") and be clean and free of clutter and debris. LICENSEE will remove all refuse, rubble, garbage and debris created by the

Event or LICENSEE's activities at the Property and dispose of the same in at an appropriate waste facility off site.

5. Insurance and Indemnification: LICENSEE will be responsible for providing comprehensive general liability insurance in the amount approved by the Town Attorney with a company or companies reasonably satisfactory to CDA. [In addition, LICENSEE will provide casualty insurance on the buildings, structures, equipment and facilities within the Property at their full replacement cost.] LICENSEE shall provide certificates of the foregoing insurance, showing CDA and Grubb & Ellis as additional insureds to the extent of its interest. Finally, LICENSEE agrees to indemnify and hold CDA, the Town of Riverhead and their respective officers, employees, agents, representatives and officials of and from any and all loss or liability associated with the Event and related activities described herein, including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by LICENSEE and its employees, agents, representatives and of the Property, excepting liability solely caused by the gross negligence of CDA or its employees, agents or representatives. Without limiting the generality of the foregoing, LICENSEE agrees to indemnify and hold CDA harmless from any lien claimed or asserted for labor, materials or services furnished to LICENSEE in connection with the event. With respect to any suit or claim by CDA, whether under this indemnification provision or otherwise, LICENSEE, for itself, its agents, employees and representatives, hereby expressly waives any defense which might preclude or limit either enforcement of this indemnification clause or any reasonable attorney's fees incurred by CDA in securing compliance with the provision of this indemnification agreement.

6. Miscellaneous Responsibilities of LICENSEE: Except with respect to any specific services, equipment and facilities to be provided by CDA under this Agreement, LICENSEE will be responsible for acquiring all services and materials and otherwise for carrying out all actions necessary for the Event and related activities to take place, including, but not limited to, all planning, marketing, promotions, sponsorship, operations, concessions, garbage removal, cleanup, construction and demolition or removal of all temporary structures, development and removal of systems to deliver adequate supplies of potable water, portable toilets, systems for removal of wastewater, ticketing, security, emergency medical service, traffic control, electrical power and communications. LICENSEE will obtain all necessary licenses, permits and approvals required for the Event and for construction of any temporary structure or system to be used at the Property in connection with the Event or related activities. In addition, LICENSEE will take all actions necessary to restore the property to its condition existing prior to the commencement of operations under this agreement, including, without limiting the generality of the foregoing, the removal of all temporary structures and systems.

7. Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties; provided, however, that nothing herein shall be deemed to permit the assignment of this Agreement by either party without the express written consent of the other party.

8. Entire Agreement. This contract constitutes the entire agreement between the parties and no further agreement, express or implied, written or

oral, exists with respect to the subject matter of this document.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

10. Dispute Resolution. The parties to this Agreement will submit any controversy or claim arising out of or relating to this Agreement which cannot be resolved by mutual agreement to binding arbitration under the rules of the American Arbitration Association. Such arbitration shall be conducted by an arbitrator experienced in arbitrating disputes of similar size and complexity as shall be jointly selected by the parties, or failing such joint selection within seven (7) days of the assertion of the controversy or claim, as shall be appointed by the President of the American Arbitration Association in the City of Albany, New York. Arbitration shall commence upon appointment of the arbitrator. All costs of arbitration shall be shared equally by the parties. The parties shall be responsible for the costs of their respective attorneys and the expenses of witnesses that they may call. Notwithstanding any other provision of law, any arbitration process held pursuant to this Agreement shall be deemed confidential and no statements made therein shall be used in any other proceeding. The decision of the arbitrator shall be delivered in writing to the parties within seven (7) calendar days of the closing of the arbitration proceedings. The decision of the arbitrator shall be binding upon the parties.

In Witness Whereof, **Vogue Hommes International** has caused this instrument to be signed in its corporate name by Gillian Conway hereunto duly authorized, and Riverhead Community Development Agency has caused this instrument to be signed in its corporate name by Robert F. Kozakiewicz, Community Development Agency Chairman, hereunto duly authorized, as of the day and the year first above written.

Vogue Hommes International

By: Gillian Conway

**RIVERHEAD COMMUNITY
DEVELOPMENT AGENCY**

By: Robert F. Kozakiewicz
Robert F. Kozakiewicz
CDA Chairman

Handwritten:

PHIT-24-2001 10:33 PRITCO INC 1 212 493 1201 F.02/03
24-2001 02:40PM PRITCO TAILOR ASSOCIATES INC TEL 212 493 1230 F.002/003 F.110
ER (212)490-8511 FAX (212)490-7236 05/24/2001
& Taylor Ltd.
Avenue
NY 10016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

Tayrn Simon
251 Sixth Avenue
New York, NY 10014

INSURER A: Kemper Insurance Companies
INSURER B:
INSURER C:
INSURER D:
INSURER E:

POLICIES

POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR CERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	733301217-01	11/24/2000	11/24/2001	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
MOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	733301217-01	11/24/2000	11/24/2001	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
REDUCTIBLE RETENTION \$				\$ \$ \$
ERS COMPENSATION AND YERS' LIABILITY				WC STATE TORY LIMITS OTH-ER EL. EACH ACCIDENT \$ EL. DISEASE - EA EMPLOYEE \$ EL. DISEASE - POLICY LIMIT \$

OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
ate holder is included as additional insured with respects to claims arising out of
ations of the named insured.

TE HOLDER ADDITIONAL INSURED; INSURER LETTER: CANCELLATION

of Riverhead
O Howell Avenue
verhead, NY 11901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

05/24/2001

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER E:

POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING EQUIPMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR CERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

ate holder is included as additional insured with respects to claims arising out of
ations of the named insured.

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

and Ellis
21 Walt Whitman Road
Hempstead, NY 11747

S (7/97)

GAGORD CORPORATION 1988

DATE (MM/DD/YY)
05/24/2001

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: Kemper Insurance Companies
INSURER B:
INSURER C:
INSURER D:
INSURER E:

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	

TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC		73301217-01	11/24/2000	11/24/2001	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		73301217-01	11/24/2000	11/24/2001	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO					\$ \$ \$ \$ \$	
EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$					\$ \$ \$ \$ \$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
OTHER						

SECTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
 Certificate holder is included as additional insured with respects to claims arising out of operations of the named insured.

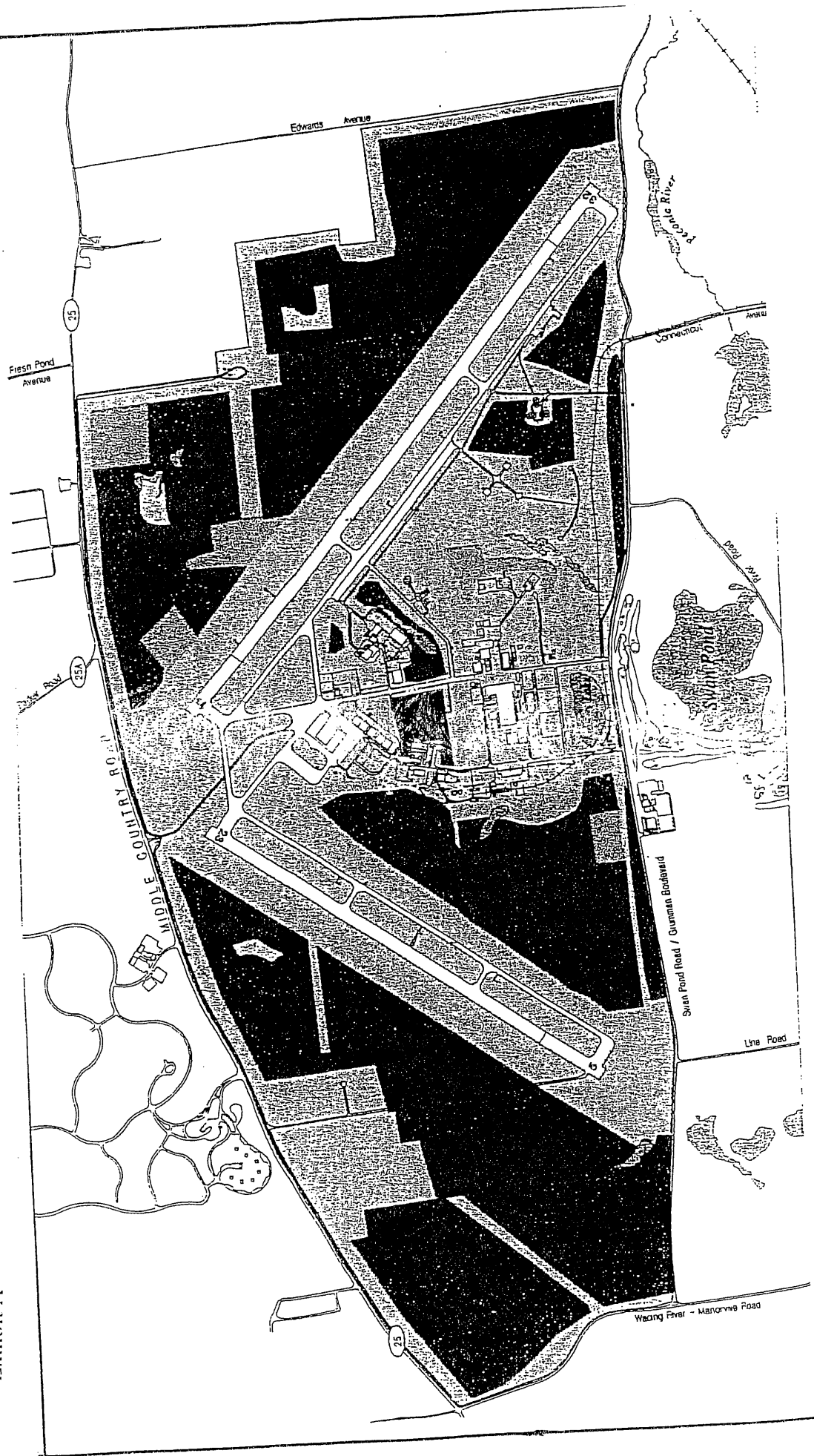
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE: 11 11 11

RECORD CORPORATION 1988

Exhibit A



Adopted

6/5/01

Town of Riverhead Community Development Agency

Resolution # 15

**AUTHORIZES THE SUPERVISOR TO EXECUTE LICENSE AGREEMENT
BETWEEN RIVERHEAD COMMUNITY DEVELOPMENT AGENCY AND
SILVER DOLLAR SHOWS, INC.**

COUNCILMAN DENSIESKI offered the following resolution, was seconded by

COUNCILMAN LULL :

WHEREAS, Silver Dollar Shows, Inc. is in the business of organizing and promoting entertainment events and concerts for the general public; and

WHEREAS, Silver Dollar Shows, Inc. desires to stage and promote an outdoor fair event commonly known as the "Suffolk County Fair" on lands of the Calverton Enterprise Park.

NOW THEREFORE BE IT HEREBY RESOLVED, that the Supervisor is hereby authorized to execute a License Agreement between the Riverhead Community Development Agency and Silver Dollar Shows, Inc. in connection with an outdoor fair event commonly known as the "Suffolk County Fair" to be held at the Calverton Enterprise Park; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a certified copy of this resolution to Silver Dollar Shows, Inc., P.O. Box 789, East Moriches, New York, 11940; Andrea Lohneiss, CDA Director; the Office of the Supervisor and the Office of Town Attorney.

THE VOTE
Densieski ☒ Yes ☐ No Cardinale ☒ Yes ☐ No
Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No
Kozakiewicz ☒ Yes ☐ No
THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

06/05/01

Adopted

TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY

Resolution . #16

**AUTHORIZES THE TOWN ATTORNEY TO SEND A LETTER
TO SWEZEY-RIVERHEAD HOLDING LLC INQUIRING AS TO THE
COMPANY'S INTENTIONS REGARDING
PROPERTY LOCATED ON EAST MAIN STREET**

Councilman Densieski offered the following resolution, was seconded
by

Councilman Lull :

WHEREAS in 1998, the Swezey-Riverhead Holding LLC company was designated a qualified and eligible sponsor in accordance with the established rules and procedures prescribed by the Community Development Agency to enable Swezey-Riverhead Holding LLC to enter into acquisition and disposition agreements as stipulated by Articles 15 and 15 A of the General Municipal Law, the enabling legislation for Urban Renewal and Urban Renewal Agencies, and

WHEREAS, pursuant to the above mentioned designation, the Town of Riverhead Community Development Agency and Swezey-Riverhead Holding LLC entered into an agreement permitting Swezey-Riverhead Holding LLC to acquire and assemble several parcels of real property located on East Main Street and Roanoke Avenue in Riverhead for the purpose of constructing a new location for Swezey's Department Stores in Riverhead, and

WHEREAS, the deed to a portion of the assembled properties now owned by Swezey-Riverhead Holding, LLC contains a reverter whereby the Town of Riverhead Community Development Agency would regain title to the property if Swezey-Riverhead Holding LLC failed to "substantially complete construction of a department store within three years" from November 1998, and

WHEREAS, no such construction has commenced and it appears that no such construction will commence in time to allow "substantial completion" by November 2001, and

WHEREAS, the Town Board of the Town of Riverhead acting in its capacity as the Board of Directors of the Community Development Agency wish

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THE VOTE
Densieski ☒ Yes ☐ No Cardinale ☒ Yes ☐ No
Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No
Kozakiewicz ☒ Yes ☐ No
THE RESOLUTION WAS ☒ WAS NOT ☐

to have Swezey-Riverhead Holding LLC declare its intentions with regard to the subject premises,

NOW, THEREFORE, it is hereby resolved as follows:

That the Town Attorney is hereby directed to correspond with Swezey-Riverhead Holding LLC to inquire as to the company's intentions with respect to its East Main Street property.